

# CU BOULDER SOUTH ANNEXATION

## Executive Summary to the Proposed Agreement

The following summarizes the key aspects of the proposed CU Boulder South annexation agreement. The agreement includes certain city regulations that otherwise will not apply to university land in the city. In some respects, the agreement is structured as a quasi-land use code that includes definitions, allowed and prohibited uses and development standards. Due to its status as a state entity, the university will not be required to comply with any city development standard that is not included in the agreement.

The CU Boulder South Guiding Principles provide a high-level guide for development agreements between the city and university that specify future uses, services and utilities on CU Boulder South. One goal of the annexation negotiations was to “translate” the guiding principles into enforceable annexation terms.

## Section I: Definitions

### *General and Use Definitions*

Key terms and specific uses are defined. Many definitions, such as building height and numerous use definitions, were taken from the City of Boulder Land Use Code B.R.C. 1981. Any key term in the agreement that is capitalized will be defined in this section.

## Section II: General Standards

### *Public Access (remains)*

The university will permit public access to recreational facilities, sidewalks, trails, etc.

### *Initial Development (limited to recreation)*

The university may only construct recreational facilities over the next 3 – 5 years (“Three-Year Anniversary”) while the city obtains its permits for the flood mitigation project. The Three-Year Anniversary is a three-year period of time following annexation of the property (with two one-year extensions if needed) when the city is undergoing permitting for its flood mitigation project. The city may initiate a “de-annexation” process if it fails to receive the required approvals and land necessary for the project by that time.



## ***Land Conveyance***

Land conveyance will take place prior to the “Three-Year Anniversary”. The university will convey 80 acres of the property to the city for its flood mitigation project. Any portion of that land not needed for the project will be “applied” to land in the open space zone. The remaining land in the Open Space Zone may be purchased by the city at that time as open space. Two additional acres of land, or a long-term lease, will also be conveyed to the city at that time for public safety purposes (e.g., fire and rescue).

## ***Fencing***

If requested by the city, the university will construct fencing between its recreation facilities and city open space land.

## ***Setbacks***

All buildings and structures will be set back at least 20 feet from all property lines. The building and structure setback is extended to either 30 feet (for detached dwelling units) or 50 feet (for non-residential uses) along the northwest property line. The extended setback distances were developed in response to neighborhood concerns (Agreement Exhibit C).

## ***Water Rights***

In order to restore and manage the 119 acres of the Open Space Zone, the university will convey 30.2 shares of Dry Creek Ditch #2 to the city in exchange for relief from irrigation-related Plant Investment Fees and for the city supplying credits for 140 acre-feet of irrigation water annually to the university, except during a drought emergency.

## ***Collaboration on Open Space Land***

The city and university will collaborate to protect and possibly restore wildlife habitat and incorporate open space values, particularly relating to noise, lighting and other impacts to the adjacent State Natural Area.

## ***City Floodplain and Wetland Regulations***

City floodplain and wetland regulations apply, including city wetland and floodplain permitting. No habitable space, including offices and residential uses, will be constructed in the 500-year floodplain; this exceeds existing city standards.

## ***City Outdoor Lighting Standards***

The university will follow the city’s outdoor lighting standards (i.e., dark sky standards), which will be attached as an exhibit to the agreement.

## ***Steep Slopes***

No development except for roads, driveways, soil disturbance, multi-use paths and necessary utilities infrastructure will be located on slopes of fifteen percent or greater.

## ***Water and Wastewater Service***

As with other properties owners in the city, the university is responsible for paying all applicable Plant Investment Fees (PIF) at the time of development and/or connection to city utilities, except that a stormwater PIF will be paid at the Three-Year Anniversary.



# Section III: Zones of Consideration



# DEVELOPMENT ZONE



## Summary

The Development Zone will consist of 129 acres of land on CU Boulder South that is designated Public in the Boulder Valley Comprehensive Plan. New urban development, predominantly university housing and some academic facilities (but no large-scale research complexes or high-rise buildings), will occur in the Development Zone.

Housing will be the predominant use in the Development Zone, with 1,100 residential units anticipated and the final number determined by transportation performance and other site constraints. While the site may include a mix of residential and facilities, housing will be emphasized over non-residential uses. The university has proposed the housing units be intended for faculty, staff, graduate students and non-first year students.

## Initial Zoning

Initial zoning refers to which city zoning district is applied at annexation. The Initial Zoning will be Public.

## Permitted uses include

Permitted uses include Efficiency Living Units, attached and detached dwelling units, duplexes, townhomes and residence halls. Non-residential uses include public colleges and universities, government facilities (like a fire station), parks and mixed use. Accessory uses – uses intended primarily for on-site residents, employees and visitors – are allowed, like accessory dwelling units, restaurants, daycare centers and community gardens.

## Prohibited uses include

Large academic buildings (over 175,000 square feet), first year student housing, fraternities and sororities and large sporting venues. The limit of 175,000 square feet was informed by the newly constructed [Aerospace building](#) on the East Campus, which is 184,917 square feet in size.

## Building Height

Building Height is limited to 55 feet, as prescribed in the Charter of the City of Boulder. Buildings will be further limited as the elevation increases to the west through a “Building Height Ceiling” (see figure on following page). The height ceiling establishes a plane over the property in which no building can exceed. The elevation of the height ceiling is equivalent to the rooftop of a two-story home along Chambers Drive in the Hy View Subdivision.

In practice, the height ceiling will allow 4 – 5 story buildings in the lower areas of the eastern portion of the Development Zone, with progressively shorter buildings permitted as the site grade increases toward the west.



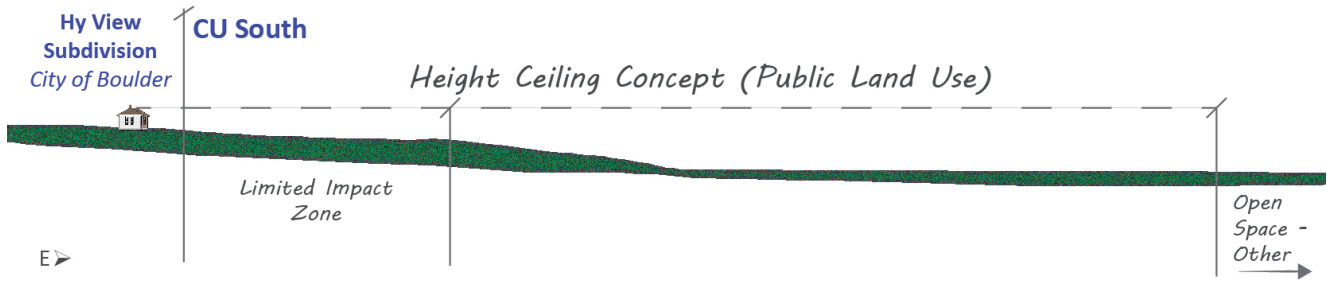


Figure 1: Building Height Ceiling

### **Use Transition Zone**

The Use Transition Zone encompasses the hillside on the southwest portion of the property. The intent of this zone is to promote residential development that is contextually appropriate to neighboring properties. Specifically, the zone allows several uses:

- Dwelling Unit, Attached
- Dwelling Unit, Detached
- Duplexes
- Efficiency Living Unit
- Accessory Dwelling Unit
- Parks and Recreation Uses, private open space areas and private clubhouse intended for the benefit of on-site residents, and contextually appropriate to the adjacent neighborhood

### **Housing the Predominant Use**

- The agreement includes requirements intended to ensure that housing remains the predominant use on the property.
- The university must construct 150 residential units before constructing any non-residential buildings.
- The amount of residential development, measured in square footage, will exceed non-residential development by a 2:1 margin.
- The city raised a concern that, while unlikely, the agreement could allow for large, detached homes to dominate the site. Given this, the city and university agreed to include a term limiting the “eligible” amount of square footage of a detached home that will count towards this ratio. Specifically, residential units larger than 4,000 square feet will only receive a credit of 4,000 square feet towards the ratio to disincentivize large dwelling units.
- The university has proposed limiting the cumulative amount of non-residential space to 750,000 square feet of floor area, with no single building greater than 175,000 square feet.

### **Affordable Housing**

The agreement includes a commitment to provide up to five acres of the property to an affordable housing development for permanent, deed-restricted affordable housing on CU Boulder South. The university anticipated a yield of 100 – 110 affordable units.



# FLOOD CONTROL ZONE



## Summary

The flood control zone area consists of 60 acres along the north portion of the site, consistent with the BVCP Park, Urban and Other (PK-U/O) land use. The intent of the PK-U/O land use is intended to include public lands used for a variety of active and passive recreational purposes and for flood control purposes. The CU Boulder South Guiding Principles prioritize the construction of the South Boulder Creek Flood Mitigation project in the PK-U/O area. Secondly, the guiding principles recommend exploring opportunities for passive and active recreation activities, or other uses compatible with the floodwater mitigation system and where possible, conserve and/or restore areas within the flood mitigation facilities with high ecological value and mitigate impacts.

### *Amended Fill Alternative*

City staff have developed an alternative fill layout that reduces the volume of fill and associated cost from \$10 M to \$3M. The alternative layout utilizes a roadway embankment for South Loop Drive to the 500-yr flood elevation along the boundary between the Development Zone and Flood Control Zone. Fill will then be placed on the landward side of the embankment to allow for connectivity across the road embankment.

### *CU Boulder Recreational Facilities*

Exhibit I of the agreement shows up to 30 acres in the Flood Control Zone that may be used as recreational facilities. The city must review and approve future plans for recreational facilities to ensure they do not adversely impact the functionality of the Flood Mitigation design. The specific facilities are not yet known, though the agreement does prohibit any large-scale sport venue, defined as:

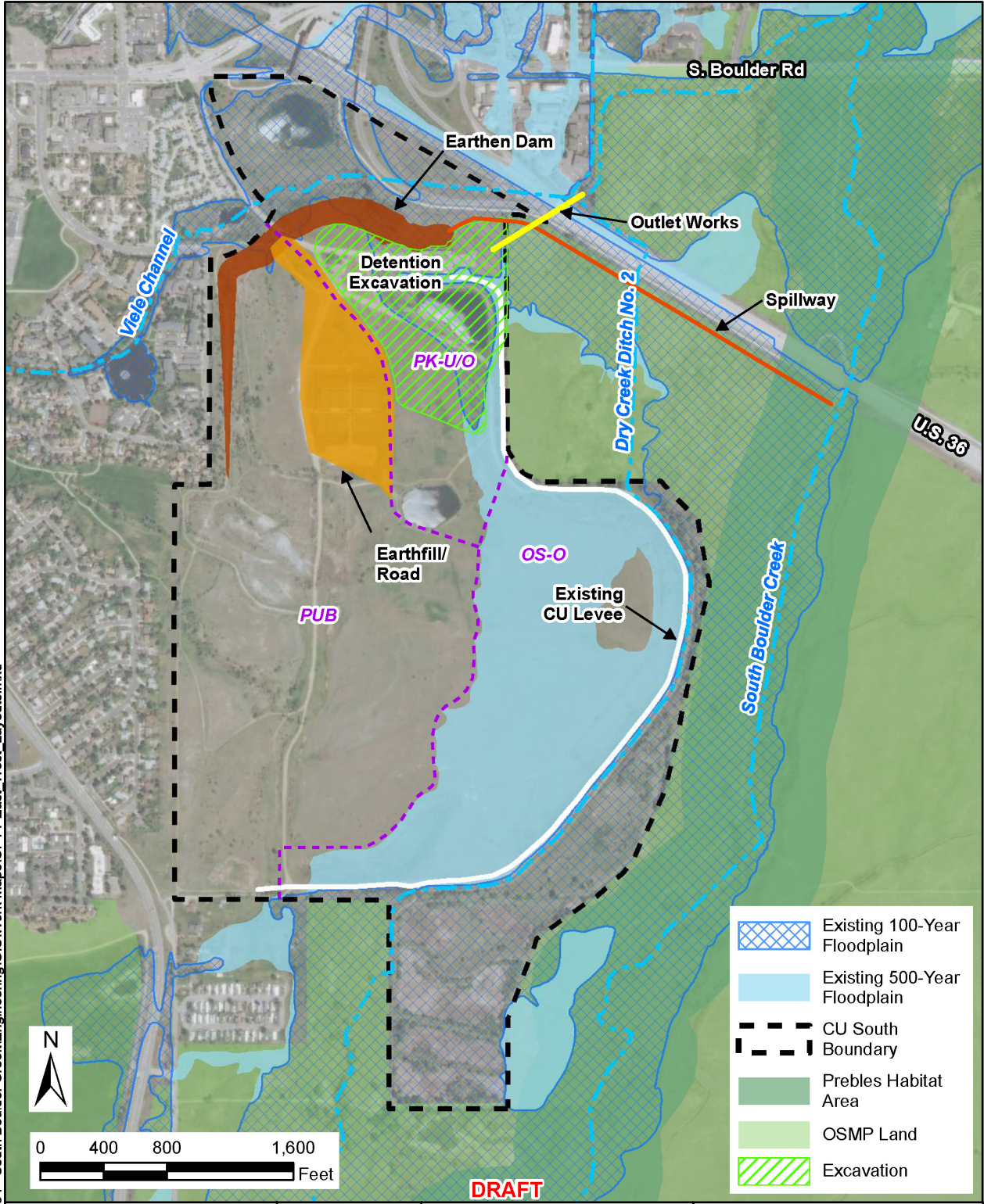
“LARGE-SCALE SPORT VENUE” MEANS AN ARENA, STADIUM, OR ANY OTHER TYPE OF SPORTS FACILITY WITH FIXED SEATING IN EXCESS OF 3,000 PEOPLE INCLUDING WITHOUT LIMITATION A FOOTBALL STADIUM OR A BASKETBALL ARENA.

As context, the capacity of the track and field at Fairview High School ranges from 500 to 700 people, whereas Boulder High ranges from 4,200 – 5,600.

### *Running Track and Dog Park*

The city and university will jointly consider a formal running track and dog park with public access.





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<b>REPRODUCE IN COLOR</b>		SOUTH BOULDER CREEK REGIONAL DETENTION CONCEPT DESIGN	PLAN OF ALTERNATIVE 1	
		PROJECT NO. 16134	May 2021	<b>Figure 1</b>



# OPEN SPACE ZONE



## Summary

The Open Space Zone consists of 119 acres of land on CU Boulder South that is designated Open Space – Other (OS-O) in the Boulder Valley Comprehensive Plan. The OS-O land use designation indicates land in the Boulder Valley designated prior to 1981 that the city and county would like to preserve through various preservation methods, including but not limited to intergovernmental agreements, dedications or acquisitions. By itself, this designation does not ensure open space protection. The CU Boulder South Guiding Principles prioritize the minimizing of disturbance to protect this area given its potential for high open space value and presence of sensitive species.

### *Land for Open Space*

As noted above, the university has proposed conveying 80 acres of land to the city for its flood mitigation project, with the unused balance being “applied” in the Open Space Zone. The city currently estimates needing 36 acres of land for the flood mitigation project, leaving 44 acres of the Open Space Zone to be conveyed to the city. The city will purchase the remaining land in the Open Space Zone at a cost of \$37,500 per acre.

### *Water Rights*

As noted above, in order to restore and manage the 119 acres of the Open Space Zone, the university will convey 30.2 shares of Dry Creek Ditch #2 to the city in exchange for relief from irrigation-related Plant Investment Fees and for the city supplying credits for 140 acre-feet of irrigation water annually to the university, except during a drought emergency.

### *Mitigation Area*

The city will design and construct a comprehensive mitigation plan within the Open Space Zone to offset impacts elsewhere due from the city’s flood mitigation project and university development. The construction of the mitigation area will create “mitigation credits” that can be used by the city and university. The university will pay the city for credits, if needed, at the time of mitigation. This mitigation will also be available for educational opportunities.

### *Levee Removal*

At its expense, the city plans to remove the existing levee system in this area as part of the flood mitigation project. Removal of the levee system will aid in reconnecting the natural floodplain and promoting environmental connectivity. Some portion of the removed levee may be used for fill material in the Flood Control Zone.





## ***Light and Noise***

The city and university will collaborate to restore and protect wildlife habitat and incorporate open space values, particularly relating to noise, lighting and other impacts to the adjacent State Natural Area.

## ***Trail Connections***

Any connections to city trails require city approval and must follow the city's typical process.



## Section IV: Transportation

# TRANSPORTATION



### Summary

The intent of the proposed annexation terms is to ensure that the needs generated by future development on CU Boulder South do not unduly impact the transportation networks that serve the community, including CU Boulder South property. The agreement includes the following terms relating to transportation.

#### *Statements of intent*

Statements of intent provide context into what the proposed terms are seeking to achieve.

#### *Vehicular access to the property:*

- Primary access will be taken from South Loop Drive (existing), with a new access established to State Highway 93. The university will be responsible for obtaining all necessary permits, design and right-of-way acquisition necessary to establish access to the property.
- Secondary access will be taken from Tantra Drive, though it will be controlled (e.g., gated) and accessible only to emergency vehicles and transit. Electric buses will be prioritized along Tantra Drive.

#### *Trip Cap Program*

A trip cap program will be established that establishes a maximum number of daily automobile trips to and from the site. The total trip count was derived from a traffic impact study submitted by the university and limits trips to 5,550 daily trips for South Loop Drive and 750 daily trips for State Highway 93.

#### *Trip cap monitoring and enforcement mechanisms include:*

- The university will be responsible for annually monitoring daily trips and submitting specific data to the city. The city and university are currently discussion when to commence annual monitoring for the Trip Cap program, as initial phases will not near the cap.
- The university will be allotted 12 “special event” days each year for specific events that may occasionally exceed the trip cap.
- The university will have 90 days to communicate its strategies for reducing trips if a monitoring report shows a violation, followed by 180 days to implement its strategies. The annual traffic monitoring increased to quarterly monitoring.
- The university is then responsible for quarterly monitoring until two consecutive reports indicate compliance with this agreement. The university will be required to allocate additional funding into its transportation program if four consecutive quarterly reports indicate non-compliance.



### ***Maximum Parking Ratio***

A maximum parking ratio will be applied to residential and non-residential improvements, as will the city's bicycle parking standards. Assuming development of 1,100 residential units and 750,000 square feet of non-residential space, there will be approximately 2,350 parking spaces on the property. The parking ratios are (a) one space for each attached dwelling unit and (b) one space for each 600 square foot of non-residential floor area. Development limitation such as a 2:1 ratio of residential to non-residential space and the trip cap described above will govern ultimate levels of development and, by extension, the maximum number of parking spaces on the site.

### ***Transportation Demand Management (TDM)***

Transportation Demand Management (TDM) strategies are identified, like shared micro mobility program memberships, a carpool and vanpool subsidy program and parking management.

### ***Multi-modal Mobility Hub***

A multi-modal mobility hub will be constructed by the university. The agreement includes minimum requirements for the hub that are based on the city's Transportation Master Plan. Initial hub improvements will coincide with delivery of the initial phase of housing on the site. Beyond the initial phase, additional hub improvements will be phased in commensurate with the levels of development.

### ***Site Access Improvements***

Site Access Improvements will be constructed by the university, including:

- A 12-foot wide multi-use path along the western boundary.
- South Loop Drive will be constructed as a "complete street" with a detached multi-use path and buffered bicycle lane. This will occur during the initial infrastructure phase of development.
- Improvements to the Table Mesa Drive / South Loop Drive / Highway 36 off-ramp intersection.
- A new access to State Highway 93.

### ***Off-site Improvements***

Off-site improvements will be constructed by the university. The city and university are actively discussing the specific improvements necessary to mitigate impacts from future development, including:

- A cost sharing arrangement for a new multi-use path underpass under Table Mesa Drive connecting the RTD Park-n-Ride lot to Thunderbird Drive.
- Other improvements identified in the university's traffic impact analysis.



## **Section V: Review of Plans**

### ***Annexation contingent on flood mitigation***

The city's flood mitigation project is the primary driver of the proposed agreement. As such, the annexation will be contingent upon the city receiving the necessary approvals and land needed to implement the project. The city may initiate a "de-annexation" process if it fails to receive the required approvals and land necessary for the project, referred to in the agreement as the "Three-Year Anniversary". The anniversary timeline may be extended for up to two consecutive years to account for any unforeseen delays in permitting.

### ***Transfer of Land***

The terms of the agreement will remain in effect if the property were ever sold to a non-university entity. However, the city will have authority to zone and regulate uses.

## **Section VI: Right of First Refusal; Right of First Offer**

### ***Right of First Refusal***

The city will have the right to review any offer by a third party to purchase all or portions of CU Boulder South.

### ***Review of Plans***

The city will review and comment on the CU Boulder South Master Plan. The city will also have a 60-day window to review and comment on 90 percent conceptual design plans for the property. The city's comments will include a "compliance review" to ensure compliance with the annexation agreement and discretionary comments intended to further the city's goals and policies.

